

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	No.
Petitioner	:	
v.	:	Board Case Nos.:
	:	31-CA-150248, 31-CA-155081,
CHARTER COMMUNICATIONS, LLC	:	31-CA-159811, 31-CA-159812,
	:	31-CA-159815, 31-CA-161408,
Respondent	:	31-CA-171487, 31-CA-177176

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, Charter Communications, LLC, their officers, agents, successors, and assigns, on November 21, 2016, in Board Case Nos. 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487 and 31-CA-177176; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Ninth Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, Charter Communications, LLC, their officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Notice)

Endorsed, Judgment Filed and Entered

/s/ Molly Dwyer
Molly Dwyer
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

CHARTER COMMUNICATIONS, LLC

ORDER

Charter Communications, LLC, San Luis Obispo, California, its officers, agents, successors and assigns shall:

1. Cease and desist from
 - (a) Promising employees a wage increase to encourage them to sign a petition to decertify the International Brotherhood of Electrical Workers, Local 639 (“the Union”).
 - (b) Unlawfully encouraging employees to sign a petition to decertify the Union.
 - (c) Telling employees they would have received a wage increase if they had not voted for union representation.
 - (d) Asking employees about their union sentiments.
 - (e) Telling employees that job candidates will not be interviewed unless they are anti-Union.
 - (f) Telling employees they are ineligible to participate in the Charter Reward and Recognition Program because they are represented by the Union.
 - (g) Unlawfully withdrawing recognition from the Union or unlawfully refusing to recognize and bargain with the Union as unit employees’ bargaining representative.
 - (h) Refusing to meet and bargain in good faith with the Union about any proposed changes in wages, hours, and working conditions before putting such changes into effect.
 - (i) Unilaterally implementing changes to employees’ wages without providing the Union notice and an opportunity to bargain.
 - (j) Unilaterally implementing a new System Tech scorecard to the extent that the System Tech scorecard affects wages, hours, and working

conditions without providing the Union notice and an opportunity to bargain.

- (k) Bypassing the Union and dealing directly with employees by holding 4/10 Alternative Work Schedule meetings or election.
 - (l) Announcing unilateral changes to employees' start times and schedules if employees do not vote for a 4/10 Alternative Work Schedule without providing the Union notice and an opportunity to bargain.
 - (m) Issuing discipline to employees without advising the Union and giving the Union an opportunity to bargain.
 - (n) Announcing a new policy regarding how employees may request paid time off without giving the Union notice and an opportunity to bargain.
 - (o) Disciplining employees because of their Union membership or support.
 - (p) Telling employees that they do not have to comply with Board-issued subpoenas and they can choose whether to testify at Board proceedings.
 - (q) In any other like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Within 14 days from the date of the Board's Order, recognize and bargain with the Union as the unit's representative concerning wages, hours, and working conditions. If a full agreement is reached with the Union, sign a document containing that agreement. The parties acknowledge that the Respondent has already recognized and offered to bargain with the Union pursuant to the Court Order.
 - (b) Within 14 days from the date of the Board's Order, remove from the Respondent's files all references to the September 10, 2015 final written warning of Scott McKinney, and within 3 days thereafter, notify Scott McKinney, in writing, that this was done and that the discipline will not be used against him in any way.
 - (c) If requested by the Union within 14 days from the date of the Board's Order, rescind any or all changes to the unit's terms and conditions of

employment that the Respondent made without bargaining with the Union, including wage increases, weekend shift differential pay, standby pay, and implementation of the System Tech scorecards (as they affect wages, hours, and working conditions).

- (d) Within 14 days from the date of the Board's Order, post at the Respondent's San Luis Obispo, California facility, copies of the attached Notice marked Appendix A. Copies of the Notice, on forms provided by Region 31, after being signed by the Respondent's authorized representative, shall be posted for a period of sixty (60) days, in prominent places, including the bulletin board in the Technical Operations Building in the Technical Operations Room and all other places where notices to its unit employees are normally posted. The Respondent will take reasonable steps to ensure that the Notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent goes out of business or closes the San Luis Obispo facility involved in these proceedings prior to the Respondent's full compliance with the 60 day posting period above, the Respondent shall duplicate and mail, at its own expense, a copy of the Notice to all current and former employees employed by the Respondent at the San Luis Obispo, California facility at any time since November 2014.
- (e) Within 14 days from the date of the Board's Order, email a copy of the attached Notice marked Appendix A to all employees who work at its San Luis Obispo, California facility. The message of the email transmitted with the Notice shall state: "We are distributing the attached Notice to Employees to you pursuant to a Board Order in Cases 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, 31-CA-161408, 31-CA-171487, and 31-CA-177176." The Respondent will forward a copy of that email, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at Danielle.Pierce@nrlrb.gov.
- (f) Within 14 days from the date of the Board's Order, post a copy of the attached Notice marked Appendix A on its intranet and keep it continuously posted there for 60 consecutive days from the date it is originally posted. The Respondent will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting, and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

- (g) Within 21 days from the date of the Board's Order, file with the Regional Director of Region 31, a sworn affidavit from a responsible official of the Respondent setting forth with specificity the manner in which the Respondent has complied with the terms of the Board's Order, including how, when, and where it posted the documents required by the Order.

EXTENSION OF CERTIFICATION YEAR. On resumption of bargaining, including any bargaining under the Court Order, the Union's status as the exclusive collective-bargaining representative of the unit shall be extended for 8 months thereafter, as if the initial year of the certification has not expired, under the principle of *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962).

APPENDIX A

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose representatives to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT promise employees a wage increase to encourage you to sign a petition to decertify the International Brotherhood of Electrical Workers, Local 639 (the Union).

WE WILL NOT encourage employees to sign a petition to decertify the Union.

WE WILL NOT tell employees they would have received a wage increase if they had not voted for union representation.

WE WILL NOT ask employees about their union sentiments.

WE WILL NOT tell employees that job candidates will not be interviewed unless they are anti-Union.

WE WILL NOT tell employees they are ineligible to participate in the Charter Reward and Recognition Program because they are represented by the Union.

WE WILL NOT discipline employees because of their Union membership or support.

WE WILL NOT tell employees that they do not have to comply with Board-issued subpoenas and that they can choose whether to testify at Board proceedings.

International Brotherhood of Electrical Workers, Local 639 (the Union) is the employees' representative in dealing with us regarding wages, hours, and other working conditions of our employees in the unit (the unit) described below:

INCLUDED: All employees employed at the employer's San Luis Obispo facility as Broadband Installers, Advanced Broadband Installers, Broadband Technicians, Broadband Technicians Senior, CB Broadband Technicians, Senior System Technicians, System Technicians I, System Technicians II, and System Technicians Lead.

EXCLUDED: All other employees, including customer service employees, engineering employees, technical operations employees, headend employees, warehouse employees, construction and construction coordinator employees, audit department employees, office and clerical employees, confidential employees, guards, and supervisors as defined in the Act, as amended.

WE WILL NOT unlawfully withdraw recognition from the Union or unlawfully refuse to recognize and bargain with the Union as your bargaining representative.

WE WILL NOT refuse to meet and bargain in good faith with the Union about any proposed changes in wages, hours, and working conditions before putting such changes into effect.

WE WILL NOT unilaterally implement changes to employees' wages without providing the Union notice and an opportunity to bargain.

WE WILL NOT unilaterally implement a new System Tech scorecard to the extent that the System Tech scorecard affects wages, hours, and working conditions without providing the Union notice and an opportunity to bargain.

WE WILL NOT bypass the Union and deal directly with employees by holding 4/10 Alternative Work Schedule meetings or election.

WE WILL NOT announce unilateral changes to employees' start times and schedules if employees do not vote for a 4/10 Alternative Work Schedule without providing the Union notice and an opportunity to bargain.

WE WILL NOT announce a new policy regarding how employees may request paid time off without giving the Union notice and an opportunity to bargain.

WE WILL NOT issue discipline to employees without advising the Union and giving the Union an opportunity to bargain.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL remove from our files all references to the September 10, 2015 final written warning of Scott McKinney, and **WE WILL**, within 3 days thereafter, notify Scott McKinney in writing that this was done and that the discipline will not be used against him in any way.

WE WILL recognize and bargain with the Union as your representative concerning wages, hours, and working conditions. If a full agreement is reached with the Union, we will sign a document containing that agreement.

WE WILL, if requested by the Union within 14 days of the date of the Board's Order, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union, including your wage increases, weekend shift differential pay, standby pay, and implementation of the System Tech scorecards(as they affect wages, hours, and working conditions).

CHARTER COMMUNICATIONS, LLC

The Board's decision can be found at www.nlrb.gov/case/31-CA-150248 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

